

OCCUPANCY AGREEMENT

This Occupancy Agreement ("Agreement") is made between [REDACTED], current tenant/occupant and CWS Marketing Group agent for the Internal Revenue Service.

On August 5, 2013 the United States of America, by and through the Internal Revenue Service, seized under authority of a Order for Interlocutory Sale of Property as to 511 Southeast 5th Avenue Unit 1219 Ft. Lauderdale, FL bearing Case # 1:11-cr-335, a parcel of real property ("property") located 511 Southeast 5th Avenue Unit 1219 Ft. Lauderdale, FL, which includes all fixtures and appurtenances thereto.

The undersigned ("Occupant"), resided on the property when it was seized and desires to continue to reside there pending the disposition of the forfeiture proceeding with respect to the property.

Therefore, it is hereby agreed, upon execution of the Agreement, and in compliance with all the terms and conditions stated herein, that the Occupant may continue to occupy the property for a term beginning September 15, 2013 to August 15, 2014. Occupant agrees to pay, without demand, to CWS Marketing Group, Two Thousand One Hundred Fifty & NO/100 (\$2,150.00) payable monthly. If the rent is paid after the 20th of the month, a late fee of FIFTY DOLLARS will be due.

TERMS AND CONDITIONS

1. Occupant shall be permitted to occupy the residence located on the property subject to the terms and conditions of this Agreement from September 15, 2013 to August 15, 2014. It is understood by the Occupant that this Agreement does not create any interest in the land or a tenancy of any kind, but rather this Agreement is a license by the CWS Marketing Group agent for the Internal Revenue Service of this property under custody of the Court subject to revocation by the Court at the discretion of the Court or for violations of the terms and conditions of this Agreement.

2. The Internal Revenue Service or its Property Custodian, and CWS Marketing Group, shall have the right to re-enter the property, with or without the consent of Occupant, at reasonable times to inspect and/or appraise the property, or for any other purpose consistent with this agreement.
3. Occupant shall maintain the property at Occupant's expense in the same, or better, condition and repair as when the agreement was executed. The term "maintain" shall include, but not be limited to keeping the property free of hazards keep and maintain the premises and appurtenances in good and sanitary condition and repair during the term of this agreement and any renewal thereof. In particular, occupant shall keep the fixtures in the house or on the premises in good order and repair, and make required repairs to the plumbing and appliances in the house up to \$50.00. Keeping the property clean and performing such necessary sanitation and waste removal; maintaining the property and grounds in good condition by providing lawn mowing and all other ordinary and necessary routine maintenance. **Occupant will change the air conditioner filter at least monthly.**
4. Occupant shall maintain liability insurance for injuries occurring on or resulting from use of the property, or activities or conditions thereon. Any personal property kept or stored on the premises by the occupant shall be at the risk of occupant only, and CWS Marketing, the Internal Revenue Service shall not be liable for any damages to such personal property including the bursting or leaking of the water pipes or from any acts of neglect of the occupant or other occupants of the building in which the occupied premises are located. Risk of loss to all personal property brought by the occupant to the premises shall be the sole responsibility of the occupant. Additionally, Occupant shall arrange for a rider to the above-mentioned policies naming the United States as a loss payee and additional insured for the life of the Agreement. Occupant shall deliver proof of such insurance to CWS Marketing Group agent for the Internal Revenue Service, **no later than the seventh calendar day** following the execution of this Agreement.

5. Occupant shall timely pay any utilities, sewer, trash, maintenance, cable television, and/or other obligations, otherwise necessary and due on the property, for the life of this Agreement. Moreover, Occupant shall abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements and/or stipulations or conditions pertaining to the care, maintenance, control and use of the property.
6. Occupant shall not convey, transfer, sell, lease, or encumber in any way, title to the property. Nor shall he/she permit any other person, other than his/her immediate family, and temporary house guests, to occupy the property.
7. Occupant shall not remove, destroy, alienate, transfer, detract from, remodel or alter in anyway, the property or any fixture, which is part of the property, ordinary wear excepted, without express written consent of the Internal Revenue Service.
8. Occupant shall not use the property for any illegal purposes or permit the use of the property for such purposes; use the property so that it poses a danger to the health or safety of the public or a danger to law enforcement; or use the property so that it adversely affects the ability of the CWS Marketing Group agent for the Internal Revenue Service, or its designee to manage the property.
9. Occupant agrees to provide the CWS Marketing Group agent for the Internal Revenue Service with thirty (30) days advance notice, in writing, in the event he/she chooses to vacate the property.
10. The Internal Revenue Service may require Occupant to vacate the property when the interests of the United States so requires. Except for the circumstances described in paragraph 11, or in exigent circumstances, the Internal Revenue Service agrees to provide Occupant with thirty (30) days advance notice to vacate the property. However, at the discretion of the Court if Occupant fails to vacate the property within that period, the Internal Revenue Service, upon notice to Occupant and all parties to the forfeiture action, may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E (4) (d).

11. If Occupant violates any term or condition of this Agreement, except Paragraph 10, CWS Marketing Group agent for the Internal Revenue Service shall notify Occupant that he/she has ten (10) days to correct the violation(s). If Occupant fails to correct the violation(s) cited by the CWS Marketing Group agent for the Internal Revenue Service within that period, the Internal Revenue Service upon notice to Occupant and all parties to the forfeiture action, may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E (4) (d).
12. Occupant, on behalf of himself/herself, his/her heirs, statutory survivors, executors, administrators, representatives, successors and assignees ("potential claimants"), agrees that he/she does hereby release the United States, its agencies, agents, assigns and employees ("potential federal defendants") in their official and individual capacities, from any and all pending or future claims for injuries, demands, damages, suits and causes of actions arising from Occupant's possession, maintenance, occupancy and/or use of the property.
13. Occupant, on behalf of himself/herself and other potential claimants, further agrees to indemnify the United States, and other potential federal defendants, as to any and all pending or future claims, demands, damages, suits and causes of actions regarding any damage or personal injuries incurred on, or as a result of, the property while Occupant resides there.
14. Occupant acknowledges that violation of the contents of this Agreement as it pertains to the removal or destruction of property under the care, custody, or control of The Internal Revenue Service constitutes a violation of federal criminal law, specifically, 18 U.S.C. 2233 entitled "Rescue of Seized Property". That section provides for a fine not exceeding \$2,000, or imprisonment not exceeding two (2) years, or both.

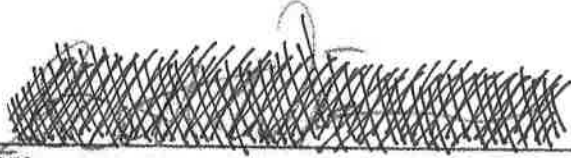
15. Occupant agrees to protect, feed and provide all reasonable and necessary veterinary care for any domestic animals permitted by CWS Marketing Group agent for the Internal Revenue Service to remain upon the seized property.

16. This agreement shall supersede any prior rental agreement. Rent shall be made payable by cashier's check to **CWS Marketing Group**. In the amount of **\$2,150.00** and is due no later than the ^{twentieth} ~~fifth~~ (20th) of each month to the offices of:

CWS Marketing Group
10374 Battleview Parkway
Manassas, VA 20109
(571) 921-4283

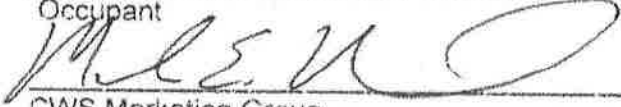
17. This Agreement shall be construed in accordance with federal law, and any conflict over the terms and conditions of this Agreement must be decided by the Court as part of the forfeiture action.

9/12/13
Date


Occupant

Date
9/13/13
Date

Occupant


CWS Marketing Group